

Form 210A (10/06)

## United States Bankruptcy Court Southern District Of New York

In re Lehman Brothers Holdings Inc., et al.,

Case No. 08-13555 (JMP)  
(Jointly Administered)

### TRANSFER OF CLAIM OTHER THAN FOR SECURITY

A CLAIM HAS BEEN FILED IN THIS CASE or deemed filed under 11 U.S.C. § 1111(a). Transferee hereby gives evidence and notice pursuant to Rule 3001(e)(2), Fed. R. Bankr. P., of the transfer, other than for security, of the claim referenced in this evidence and notice.

Name of Transferee

Deutsche Bank AG, London Branch

Name of Transferor

Deutsche Bank Securities Inc.

Name and Address where notices to transferee should be sent:

Deutsche Bank AG, London Branch  
Winchester House, 1 Great Winchester Street  
London EC2N 2DB  
Tel: +44 20 7547 3330  
Fax: +44 113 336 2010  
Attention: Simon Glennie  
E-mail: simon.glennie@db.com

Court Claim # (if known): 62783  
Amount of Claim (transferred):

JPY 500,000,000.00 of ISIN XS0290989994 (plus all interest, costs and fees relating to this claim).

Date Claim Filed: November 2 2009

Tel: N/A

Last Four Digits of Acct. #: N/A

Last Four Digits of Acct. #: N/A

Name and Address where transferee payments should be sent (if different from above):

Tel: +44 20 7547 2400  
Last Four Digits of Acct #: N/A

I declare under penalty of perjury that the information provided in this notice is true and correct to the best of my knowledge and belief.

By:

  
Ross Miller

Transferee's Agent

Date:

18 APRIL 2012

  
Duncan Robertson

Penalty for making a false statement: Fine of up to \$500,000 or imprisonment for up to 5 years, or both. 18 U.S.C. §§ 152 & 3571.

*PARTIAL Transfer of LBHI Claim # 62783  
PROGRAM SECURITY*

AGREEMENT AND EVIDENCE OF TRANSFER OF CLAIM  
LEHMAN PROGRAM SECURITY

TO: THE DEBTOR AND THE BANKRUPTCY COURT

1. For value received, the adequacy and sufficiency of which are hereby acknowledged, **Deutsche Securities Inc.** ("**Seller**") hereby unconditionally and irrevocably sells, transfers and assigns to **Deutsche Bank AG, London Branch** (the "**Purchaser**"), and Purchaser hereby agrees to purchase, as of the date hereof, (a) an undivided interest, to the extent of the applicable percentage specified in Schedule 1 hereto, in Seller's right, title and interest in and to Proof of Claim Number 62783 filed by or on behalf of any of **Seller's predecessors-in-title** (a copy of which is attached at Schedule 2 hereto) (the "**Proof of Claim**") as is specified in Schedule 1 hereto (the "**Purchased Portion**") against Lehman Brothers Holdings, Inc., as guarantor of the Purchased Security (as defined below) and debtor in proceedings for reorganization (the "**Proceedings**") in the United States Bankruptcy Court for the Southern District of New York (the "**Court**"), administered under Case No. 08-13555 (JMP) (the "**Debtor**"), (b) all rights and benefits of Seller relating to the Purchased Portion, including without limitation (i) any right to receive cash, securities, instruments, interest, damages, penalties, fees or other property, which may be paid or distributed with respect to the Purchased Portion or with respect to any of the documents, agreements, bills and/or other documents (whether now existing or hereafter arising) which evidence, create and/or give rise to or affect in any material way the Purchased Portion, whether under a plan or reorganization or liquidation, pursuant to a liquidation, or otherwise, (ii) any actions, claims (including, without limitation, "claims" as defined in Section 101(5) of Title 11 of the United States Code (the "**Bankruptcy Code**")), rights or lawsuits of any nature whatsoever, whether against the Debtor or any other party, arising out of or in connection with the Purchased Portion, (iii) any rights and benefits arising out of or in connection with any exhibit, attachment and/or supporting documentation relating to the Purchased Portion, and (iv) any and all of Seller's right, title and interest in, to and under the transfer agreements, if any, under which Seller or any prior seller acquired the rights and obligations underlying or constituting a part of the Purchased Portion, but only to the extent related to the Purchased Portion, (c) any and all proceeds of any of the foregoing (collectively, as described in clauses (a), (b), and (c), the "**Transferred Claims**"), and (d) the security or securities (any such security, a "**Purchased Security**") relating to the Purchased Portion and specified in Schedule 1 attached hereto.

2. Seller hereby represents and warrants to Purchaser that: (a) the Proof of Claim was duly and timely filed on or before 5:00 p.m. (prevailing Eastern Time) on November 2, 2009 in accordance with the Court's order setting the deadline for filing proofs of claim in respect of "Lehman Program Securities"; (b) the Proof of Claim relates to one or more securities expressly identified on the list designated "Lehman Programs Securities" available on <http://www.lehman-docket.com> as of July 17, 2009; (c) Seller owns and has good and marketable title to the Transferred Claims, free and clear of any and all liens, claims, set-off rights, security interests, participations, or encumbrances created or incurred by Seller or against Seller; (d) Seller is duly authorized and empowered to execute and perform its obligations under this Agreement and Evidence of Transfer; (e) the Proof of Claim includes the Purchased Portion specified in Schedule 1 attached hereto; (f) neither Seller nor any of its predecessors-in-title has engaged in any acts, conduct or omissions, or had any relationship with the Debtor or its affiliates, that will result in Purchaser receiving in respect of the Transferred Claims proportionately less payments or distributions or less favorable treatment than other unsecured creditors; (g) neither Seller nor any of its predecessors-in-title has accelerated the Purchased Securities; and (f) Seller's predecessor-in-title has duly and validly submitted to the Debtor's claims agent, Epiq Bankruptcy Solutions, LLC an accurate and appropriate Internal Revenue Service tax form and OFAC certification with respect to the Transferred Claims in accordance with the procedures set out at <http://dm.epiq11.com/LBH/Project/default.aspx> on 13 March 2012 (a screenshot of the web page is attached in Schedule 3 hereto).

3. Seller hereby waives any objection to the transfer of the Transferred Claims to Purchaser on the books and records of the Debtor and the Court, and hereby waives to the fullest extent permitted by law any notice or right to receive notice of a hearing pursuant to Rule 3001(e) of the Federal Rules of Bankruptcy Procedure, the Bankruptcy Code, applicable local bankruptcy rules or applicable law, and consents to the substitution of Seller by Purchaser for all purposes in the case, including, without limitation, for voting and distribution purposes with respect to the Transferred Claims. Purchaser agrees to file a notice of transfer with the Court pursuant to Federal Rule of Bankruptcy Procedure 3001(e) including this Agreement and Evidence of Transfer of Claim. Seller acknowledges and understands, and hereby stipulates, that an order of the Court may be entered without further notice to Seller

transferring to Purchaser the Transferred Claims, recognizing Purchaser as the sole owner and holder of the Transferred Claims, and directing that all payments or distributions of money or property in respect of the Transferred Claim be delivered or made to Purchaser.

4. All representations, warranties, covenants and indemnities shall survive the execution, delivery and performance of this Agreement and Evidence of Transfer of Claim and the transactions described herein. Purchaser shall be entitled to transfer its rights hereunder without any notice to or the consent of Seller. Seller hereby agrees to indemnify, defend and hold Purchaser, its successors and assigns and its officers, directors, employees, agents and controlling persons harmless from and against any and all losses, claims, damages, costs, expenses and liabilities, including, without limitation, reasonable attorneys' fees and expenses, which result from Seller's breach of its representations and warranties made herein.

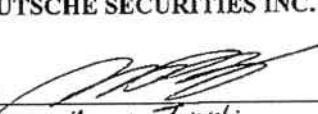
5. Seller shall promptly (but in any event no later than three (3) business days) remit any payments, distributions or proceeds received by Seller in respect of the Transferred Claims to Purchaser. Seller has transferred, or shall transfer as soon as practicable after the date hereof, to Purchaser each Purchased Security to such account, via Euroclear or Clearstream (or similar transfer method), as Purchaser may designate in writing to Seller. This Agreement and Evidence of Transfer supplements and does not supersede any confirmation, any other automatically generated documentation or any applicable rules of Euroclear or Clearstream (or similar transfer method) with respect to the purchase and sale of the Purchased Security.


6. Each of Seller and Purchaser agrees to (a) execute and deliver, or cause to be executed and delivered, all such other and further agreements, documents and instruments and (b) take or cause to be taken all such other and further actions as the other party may reasonably request to effectuate the intent and purposes, and carry out the terms, of this Agreement and Evidence of Transfer, including, without limitation, cooperating to ensure the timely and accurate filing of any amendment to the Proof of Claim.

7. Seller's and Purchaser's rights and obligations hereunder shall be governed by and interpreted and determined in accordance with the laws of the State of New York (without regard to any conflicts of law provision that would require the application of the law of any other jurisdiction). Seller and Purchaser each submit to the jurisdiction of the courts located in the County of New York in the State of New York. Each party hereto consents to service of process by certified mail at its address listed on the signature page below.

IN WITNESS WHEREOF, this AGREEMENT AND EVIDENCE OF TRANSFER OF CLAIM is executed  
this \_\_\_\_ day of April 2012.

DEUTSCHE SECURITIES INC.

By:   
Name: Hayato Tanashi  
Title:

By:   
Name: Kirk Shimizuishi  
Title:

Sanno Park Tower 2-11-1 Nagatacho  
Chiyoda-ku, Tokyo  
100-6171  
JAPAN

DEUTSCHE BANK AG, LONDON BRANCH

By:   
Name: Ross Miller  
Title: Director

Winchester House  
1, Great Winchester Street  
London EC2N 2DB  
ENGLAND  
Attn: Michael Sutton

Duncan Robertson  
Director

Confidential

Schedule I

Transferred Claims

Purchased Portion

100% (including all interest, costs and fees relating thereto) of the claim that is referenced in line item number 285 of the Proof of Claim (as highlighted in the copy of the Proof of Claim attached at Schedule 2) and relating to the Purchased Security described below.


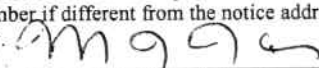
Lehman Programs Securities to which Transfer Relates

Description of Security	ISIN/CUSIP	Blocking Number	Issuer	Guarantor	Principal/Notional Amount	Maturity
MTN6534	XS0290989994	6045525	Lehman Brothers Treasury Co. BV	Lehman Brothers Holdings Inc.	JPY 500,000,000.00	3/20/2017

Schedule 2

Copy of Proof of Claim 62783

ConfidentialSchedule 1-1

<b>United States Bankruptcy Court/Southern District of New York</b> Lehman Brothers Holdings Claims Processing Center c/o Epiq Bankruptcy Solutions, LLC FDR Station, P.O. Box 5076 New York, NY 10150-5076		<b>LEHMAN SECURITIES PROGRAMS PROOF OF CLAIM</b>	
In Re: Lehman Brothers Holdings Inc., et al., Debtors.	Chapter 11 Case No. 08-13555 (JMP) (Jointly Administered)	Filed: USBC - Southern District of New York Lehman Brothers Holdings Inc., Et Al. 08-13555 (JMP) 0000062783 	
Note: This form may not be used to file claims other than those based on Lehman Programs Securities as listed on <a href="http://www.lehman-docket.com">http://www.lehman-docket.com</a> as of July 17, 2009			
Name and address of Creditor: (and name and address where notices should be sent if different from Creditor) Lehman Brothers International (Europe) (in administration) 25 Bank Street London E14 5LE United Kingdom Attn: Steven Anthony Pearson See attached for additional contact information		<input type="checkbox"/> Check this box to indicate that this claim amends a previously filed claim.  <b>Court Claim Number:</b> _____ (If known)  <b>Filed on:</b> _____	
Telephone number: see attached Email Address: see attached  Name and address where payment should be sent (if different from above)		<input type="checkbox"/> Check this box if you are aware that anyone else has filed a proof of claim relating to your claim. Attach copy of statement giving particulars.	
Telephone number: _____ Email Address: _____			
1. Provide the total amount of your claim based on Lehman Programs Securities. Your claim amount must be the amount owed under your Lehman Programs Securities as of September 15, 2008, whether you owned the Lehman Programs Securities on September 15, 2008 or acquired them thereafter, and whether such claim matured or became fixed or liquidated before or after September 15, 2008. The claim amount must be stated in United States dollars, using the exchange rate as applicable on September 15, 2008. If you are filing this claim with respect to more than one Lehman Programs Security, you may attach a schedule with the claim amounts for each Lehman Programs Security to which this claim relates. <b>Amount of Claim: \$ <u>see attached</u> (Required)</b> <input checked="" type="checkbox"/> Check this box if the amount of claim includes interest or other charges in addition to the principal amount due on the Lehman Programs Securities.			
2. Provide the International Securities Identification Number (ISIN) for each Lehman Programs Security to which this claim relates. If you are filing this claim with respect to more than one Lehman Programs Security, you may attach a schedule with the ISINs for the Lehman Programs Securities to which this claim relates. <b>International Securities Identification Number (ISIN): <u>see attached</u> (Required)</b>			
3. Provide the Clearstream Bank Blocking Number, a Euroclear Bank Electronic Reference Number, or other depository blocking reference number, as appropriate (each, a "Blocking Number") for each Lehman Programs Security for which you are filing a claim. You must acquire a Blocking Number from your accountholder (i.e. the bank, broker or other entity that holds such securities on your behalf). If you are filing this claim with respect to more than one Lehman Programs Security, you may attach a schedule with the Blocking Numbers for each Lehman Programs Security to which this claim relates. <b>Clearstream Bank Blocking Number, Euroclear Bank Electronic Instruction Reference Number and or other depository blocking reference number: <u>see attached</u> (Required)</b>			
4. Provide the Clearstream Bank, Euroclear Bank or other depository participant account number related to your Lehman Programs Securities for which you are filing this claim. You must acquire the relevant Clearstream Bank, Euroclear Bank or other depository participant account number from your accountholder (i.e. the bank, broker or other entity that holds such securities on your behalf). Beneficial holders should not provide their personal account numbers. <b>Accountholders Euroclear Bank, Clearstream Bank or Other Depository Participant Account Number: <u>97816 EUROCLEAR</u> (Required)</b>			
5. Consent to Euroclear Bank, Clearstream Bank or Other Depository: By filing this claim, you consent to, and are deemed to have authorized, Euroclear Bank, Clearstream Bank or other depository to disclose your identity and holdings of Lehman Programs Securities to the Debtors for the purpose of reconciling claims and distributions.		<b>FOR COURT USE ONLY</b> <div style="border: 2px solid black; padding: 10px; width: fit-content; margin: 0 auto;"> <b>FILED / RECEIVED</b>                   NOV 02 2009   <b>EPIQ BANKRUPTCY SOLUTIONS, LLC</b> </div>	
<b>Date:</b> 7/29/09	<b>Signature:</b> The person filing this claim must sign it. Sign and print name and title, if any, of the creditor or other person authorized to file this claim and state address and telephone number if different from the notice address above. Attach copy of power of attorney, if any.  Administrator (acting as agent and without personal liability)		

Penalty for presenting fraudulent claim: Fine of up to \$500,000 or imprisonment for up to 5 years, or both. 18 U.S.C. §§ 152 and 3571

**MICHAEL JOHN ANDREW JERVUS**  
 Administrator (acting as agent and without personal liability)



**ATTACHMENT TO LEHMAN PROGRAMS SECURITIES CLAIM  
OF LEHMAN BROTHERS INTERNATIONAL (EUROPE) (IN ADMINISTRATION)**

1. Lehman Brothers International (Europe) (in administration) (including all of its international branches, "**LBIE**"), acting through one of Steven Anthony Pearson, Michael John Andrew Jervis, Dan Yoram Schwarzmann or Anthony Victor Lomas (together, the "**Administrators**" and each an "**Administrator**") as agents for LBIE and without personal liability, hereby files this Lehman Programs Securities (as defined in the Bar Date Order dated July 2, 2009, "**LPS**") omnibus claim (the "**LPS Omnibus Claim**") against Lehman Brothers Holdings Inc. ("**LBHI**" and, together with its direct and indirect subsidiaries, the "**Lehman Group**"), case number 08-13555 (JMP) (the "**Bankruptcy Proceeding**") in the United States Bankruptcy Court for the Southern District of New York (the "**Bankruptcy Court**"). LBIE files this LPS Omnibus Claim in connection with the LPS bar date for the purpose of preserving the rights of its clients (which term, for the avoidance of doubt, means in this LPS Omnibus Claim, LBIE's own clients and the clients of LBIE's affiliates) on whose behalf this LPS Omnibus Claim is made under title 11 of the United States Code (the "**Bankruptcy Code**"). This LPS Omnibus Claim, including, without limitation, each of the values identified herein and in any supporting workpapers attached hereto, has been calculated to the best of the Administrators' knowledge in reliance on LBIE's books and records as of the date of this filing and as qualified in every respect as set forth in greater detail herein. LBIE reserves the right to supplement, amend or correct the claim population and each claim value or value placeholder reported in this LPS Omnibus Claim.

**I. BACKGROUND**

2. LBIE (an unlimited company incorporated in England and Wales with registered number 02538254) was the principal trading company of the Lehman Group in Europe. LBIE's business involved the global provision of a wide range of financial services and products, including trading and broking, equity and fixed income instruments and financial derivatives on behalf of its clients and itself. LBHI was the parent holding company in the United States of the Lehman Group, which provided a wide array of financial services in equity and fixed income sales, trading and research, investment banking, asset management, private investment management and private equity. LBHI and LBIE functioned as part of an integrated, international financial group whose businesses were closely intertwined.

3. On September 15, 2008, LBIE was placed into administration by order of the High Court of England and Wales (the "**Administration Date**"). On the same date, LBHI filed for bankruptcy protection in the Bankruptcy Court pursuant to chapter 11 of the Bankruptcy Code (the "**Filing Date**").

**II. DESCRIPTION OF LPS OMNIBUS CLAIM**

4. LBIE asserts and reserves the rights of its clients, whose holdings are identified in the supporting workpapers attached hereto, under the Bankruptcy Code, and other applicable law, with respect to their claims, whether or not such clients have independently filed a claim on their own behalf in the Bankruptcy Proceeding. LBIE has identified the LPS holdings reflected in the attached schedule (the "**LPS Holdings**") by comparing its own books and records against the LPS list dated July 17, 2009 (as amended on September 23, 2009) provided by LBHI on its website (the "**LPS List**"). LBIE has custody of the LPS Holdings, each of which are guaranteed by LBHI. LBIE holds the LPS Holdings for its clients and/or for clients of its affiliates. LBIE estimates that the aggregate amount owing by LBHI to LBIE's clients in connection with Account Number 97816 at EUROCLEAR, subject in

all respects to the reservation of rights and the further discussion as set forth herein, is not less than USD 2,084,741,055 (the "**Valuation**") as displayed in the schedule attached hereto.

5. With respect to bonds, the Valuation has been calculated as the nominal position multiplied by a factor of one multiplied by accrued interest where applicable and then converted to a USD equivalent using the appropriate exchange rate from Lehman Group systems as at September 15, 2008. Where applicable and/or where possible, the accrued interest has been calculated from the last coupon payment date to September 15, 2008, but due to limited access to the requisite Lehman Group systems post-September 15, 2008, such calculations have been based on alternative sources of information, which are still in the process of being validated.

### **III. RESERVATION OF RIGHTS**

6. The relationship between LBIE and other members of the Lehman Group, including LBHI, was extremely complex. The relationship became more complex upon and after the Administration Date because, among other reasons, the regular maintenance and functioning of the IT systems and resources on which LBIE relied to monitor and record its security and custody positions effectively ceased on the Administration Date. Further, due to the global separation of the Lehman Group since September 15, 2008, there are differences between the internal data platforms and IT systems that various members of the Lehman Group, including LBHI, may continue to use versus the IT systems and resources that LBIE may continue to use. These practical complexities, together with difficulties surrounding the evaluation and interpretation of the underlying contractual documentation and electronic records of the LPS Omnibus Claim, require substantial resources and expertise to analyze and overcome. This lack of access to full books and records, all systems, and requisite personnel impacts LBIE and other members of the Lehman Group alike.

7. This LPS Omnibus Claim is necessarily being filed in reliance on the Administrators' best understanding of LBIE's books and records as of the date of this filing. The Administrators have only had access to LBIE's books and records since the Administration Date. LBIE reserves all rights to update, revise and supplement the data supporting this LPS Omnibus Claim, including with respect to, but not limited to, the valuation of securities as described herein, as LBIE continues to reconcile its books and records with LBHI and other members of the Lehman Group as applicable. LBIE's clients do not waive any right to amounts due for the LPS Omnibus Claim asserted herein by not stating a specific amount due for any such claims at this time.

8. This LPS Omnibus Claim has been made for and on behalf of LBIE's clients. To the extent that new or better information becomes available which indicates that one, some or all of the LPS Holdings are in fact held by LBIE for itself, LBIE reserves all of its rights with respect to such LPS Holdings, and will amend the relevant LPS Claim(s) filed by LBIE and/or this LPS Omnibus Claim accordingly.

9. Valuations have been performed using the best data reasonably available in the period before the Bar Date. Valuations are subject to change should more or better data become available with respect to the following non-exhaustive list of valuation components: (i) despite best efforts to ascertain the complete set of depot settlement data with respect to failed and pending trades, such data is unavailable to LBIE as certain of such data is in the control of other custodians, some of which may confront the same systems and personnel problems that LBIE currently faces; (ii) corporate actions and events and coupons payable data prior to September 15, 2008 are not included due to the need to correct underlying system data before calculating their impact; (iii) LBIE's access to and visibility of information pertaining to the movement of securities post-September 12, 2008 has been



substantially hindered if not terminated completely; (iv) certain pricing factors, including but not limited to inflation indices and multi-currency bonds; (v) with respect to warrant securities that were difficult to value, LBIE has not yet ascribed a value to each such warrant security for the purpose of estimating the amount of the claim in relation thereto; (vi) with respect to securities that have embedded derivatives that effect the principal payout, LBIE is not currently able to compute the impact of the default of the issuer of the security given the complexity and burdensome nature of such exercise; and (vii) other variables.

10. Moreover, except as otherwise noted herein or in the exhibits hereto, the securities positions reflect depot positions per LBIE's records as of September 12, 2008. LBIE explicitly reserves its right to supplement, amend or revise the LPS Omnibus Claim to reflect valuations as more information becomes available.

11. Populations of LPS have been reflected in the attached schedule using the best data reasonably available in the period before the Bar Date. Populations are subject to change should more or better data become available with respect to the following non-exhaustive list of factors affecting populations: (i) certain custodian information about transactions is unavailable to LBIE as well as other members of the Lehman Group; (ii) the process of reconciliation with LBHI, other members of the Lehman Group, other custodians, street-side counterparties, and clients is still ongoing and may result in additions to or decreases from the populations of LPS, which may include certain positions about which LBIE has received queries from certain affiliates, but with respect to which no reconciliation has yet been completed; (iii) trades were mis-booked during the pre-administration period and can only be identified and rectified after intensive manual investigation; and (iv) other factors.

12. LBHI is the guarantor of all LPS, and it is LBHI's books and records that would reflect any and all offerings of foreign Lehman paper that should have been included in the LPS List. LBIE is not in a position to ensure that the LPS List is complete. While LBIE reviewed its books and records for any LPS-qualifying securities that it purchased or holds, and made additions to the LPS List before it was finalized by LBHI, as discussed throughout this LPS Omnibus Claim, LBIE's access to all systems and records is limited. Accordingly, LBIE reserves all rights of its clients to, among other things, supplement this LPS Omnibus Claim should new LPS-qualifying securities not included in the LPS List be discovered after the date of this filing.

13. The claims not denominated in USD have been converted to USD for the purpose of this submission. In general, LBIE has relied on exchange rates taken from Lehman Group systems as at September 15, 2008. Ultimately, LBIE reserves its clients' rights as to the appropriate foreign exchange rates upon which to base any of its clients' claims.

14. LBIE hereby asserts on behalf of its clients a claim for interest and other costs including but not limited to attorneys' fees and/or other professional fees on the constituent parts of the LPS Omnibus Claim where appropriate and expressly reserves the right to amend the LPS Omnibus Claim accordingly.

15. As per the Bar Date Order dated July 2, 2009, LBIE has not attached any documentation supporting the LPS Omnibus Claim other than the attached schedule. LBIE will use its reasonable efforts to make relevant contracts, agreements and other information pertinent to the LPS Omnibus Claim available upon reasonable request by LBHI in a manner and time to be agreed by the parties.

16. To the extent that any portion of the LPS Omnibus Claim is entitled to administrative priority status under section 507 of the Bankruptcy Code, LBIE claims such priority status to the maximum amount allowed by law on behalf of its clients. The filing of this LPS Omnibus Claim shall in no way be deemed a waiver of LBIE's right to assert on behalf of its clients that any or all of the amounts owed to LBIE's clients by LBHI are entitled to administrative priority status.

17. LBIE's clients reserve the right to assert any basis for recovery of cash, securities or other assets from LBHI under any legal or equitable theory including, without limitation, indemnification, breach of fiduciary duty, unjust enrichment, conversion, constructive trust, return of property otherwise not properly within LBHI's bankruptcy estate, treatment in accordance with the regulations of the Financial Services Authority or other potentially applicable US or non-US laws and regulation or other priority treatment with respect to each of the claims asserted herein.

18. LBIE does not waive any right or rights of action that LBIE's clients have or may have against LBHI's estate or any other entity. LBIE reserves any and all rights its clients have or may have with respect to any other agreements that may exist between LBIE's clients and LBHI, including without limitation, any rights of setoff, recoupment or netting. Nothing herein shall be deemed a waiver by LBIE's clients of any of their rights and remedies in connection with such agreements.

19. By filing this LPS Omnibus Claim, LBIE does not submit itself or its clients to the jurisdiction of the Bankruptcy Court or any other U.S. court or tribunal for any purpose other than with respect to this LPS Omnibus Claim. Where U.S. jurisdiction does exist with respect to this LPS Omnibus Claim, LBIE does not waive or release its rights to, on behalf of its clients, (i) withdraw the reference or (ii) a jury trial with respect to the subject matter of this LPS Omnibus Claim, any objection thereto or other proceeding that may be commenced in this case against or otherwise involving LBIE. By filing this LPS Omnibus Claim, neither LBIE nor its clients waive any of their rights and remedies against any other person or entity who may be liable for all or part of the claims set forth herein, whether another affiliate of LBHI, or an assignee, separate guarantor or otherwise. LBIE and its clients reserve all rights to assert (i) any claim, defense, offset or other right against any party, including but not limited to LBHI or any of its affiliated debtors or non-debtors, in a foreign jurisdiction, including but not limited to claims based on U.S. and U.K. or other foreign law, and (ii) any claims, defenses, offsets or other rights available to them under U.S. or any other jurisdiction's law in the event LBHI asserts counterclaims or affirmative claims against LBIE or its clients in the Bankruptcy Court. Furthermore, LBIE asserts that any counterclaim or affirmative claim by LBHI against LBIE or its clients must be asserted in its applicable foreign proceeding, whether in the U.K. or in another foreign jurisdiction, and LBIE and its clients reserve the right to assert therein any claim, defense, offset or other right that may be asserted in such U.K. or other foreign proceeding. LBIE and its clients further reserve all rights to assert that, under principles of equity or comity or otherwise, a court other than the Bankruptcy Court would be the appropriate forum in which to hear and decide any matter in connection with this LPS Omnibus Claim.

20. This LPS Omnibus Claim is not intended to be and shall not be construed as (a) an election of remedies; (b) a waiver of any defaults; or (c) a waiver or limitation of any rights, remedies, claims or interests of LBIE and/or LBIE's clients.

21. LBIE reserves the right to replace, amend or supplement this LPS Omnibus Claim at any time and in any respect, including, without limitation, for the purpose of (a) setting forth or changing the basis of the claims described herein and (b) providing further description or evidence of such claims.

In the event that any order of the Bankruptcy Court is entered into which effects: (i) a recharacterization or subordination of claims, including without limitation, this LPS Omnibus Claim; (ii) substantive consolidation of some or all of the LBHI affiliated debtors with any of their affiliates; or (iii) any other similar remedy, the rights of LBIE to file additional proofs of claim or amended proofs of claim against LBHI or any of its affiliates on behalf of LBIE's clients is specifically reserved. This LPS Omnibus Claim is submitted without prejudice to any of LBIE's rights or those of its clients in all respects.

22. The Administrators have signed this LPS Omnibus Claim as agents for and on behalf of LBIE and neither they, their firm, partners, employees, agents, advisers or representatives shall incur any personal liability whatsoever in respect of, or in relation to, this LPS Omnibus Claim. The exclusion of liability set out in this paragraph shall arise and continue notwithstanding the termination of the agency of the Administrators and shall operate as a waiver of any claims in tort as well as under the laws of contract.

#### IV. NOTICES

23. Notices regarding this LPS Omnibus Claim should be sent to

Lehman Brothers International (Europe) (in administration)  
25 Bank Street  
London  
E14 5LE  
United Kingdom  
Attn: Steven Anthony Pearson as Joint Administrator of Lehman Brothers International (Europe)

*and*

PricewaterhouseCoopers LLP  
Plumtree Court  
London  
EC4A 4HT  
United Kingdom  
Attn: Steven Anthony Pearson

*with a copy to:*

Linklaters LLP  
1345 Avenue of the Americas  
New York, NY 10105  
Attn: Titia Holtz  
Kiah Beverly-Graham  
Phone: (212) 903-9000

Lehman Paper held in account 97816 EUROCLEAR

International Securities Identification Number (ISIN)	Blocking Reference	Depository Account Number	Instrument type	Position	Currency	Valuation - Underlying Currency Amount	FX Rate at 15/09/2008	Valuation - USD Equivalent	Includes Coupon Interest Accrual
XS0304072103	6045829	97816 ZCB	97816 Floating	5,000,000 JPY	USD	122,028,667	1.0000	5,000,000	Yes
XS0309887372	6045829	97816 ZCB	97816 Floating	120,000,000 JPY	USD	122,028,667	0.0065	1,156,483	
XS0379445864	6045825	97816 ZCB	97816 ZCB	5,000,000 USD	USD	5,000,000	1.0000	5,000,000	
XS0375559753	6045827	97816 ZCB	97816 ZCB	100,000,000 USD	USD	100,000,000	1.0000	100,000,000	
XS0371744900	6045828	97816 Floating	97816 Floating	200,000,000 JPY	JPY	200,000,000	0.0065	1,888,704	
XS0373182666	6045822	97816 ZCB	97816 ZCB	500,000,000 JPY	JPY	500,000,000	0.0065	4,748,780	
XS0369334700	6045823	97816 Floating	97816 Floating	100,000,000 JPY	JPY	100,000,000	0.0065	949,352	
XS0365260092	6045817	97816 Floating	97816 Floating	70,000,000 JPY	JPY	70,000,000	0.0065	664,548	
XS0368714095	6045820	97816 Fixed	97816 Fixed	1,300,000,000 JPY	JPY	1,300,000,000	0.0065	9,493,521	
XS0368688444	6045824	97816 Floating	97816 Floating	8,727,000 USD	USD	8,736,697	1.0000	8,736,697	Yes
XS0368688444	6045824	97816 Floating	97816 Floating	100,000,000 JPY	JPY	100,000,000	0.0065	949,352	
XS0368688444	6045818	97816 ZCB	97816 ZCB	7,000,000 NZD	NZD	7,000,000	0.6571	4,598,700	
XS0368688444	6045816	97816 ZCB	97816 ZCB	7,000,000 NZD	NZD	7,000,000	0.6571	4,598,700	
XS0368688444	6045812	97816 ZCB	97816 ZCB	7,000,000 NZD	NZD	7,000,000	0.6571	4,598,700	
XS0368688444	6045814	97816 ZCB	97816 ZCB	7,000,000 NZD	NZD	7,000,000	0.6571	4,598,700	
XS0368688444	6045815	97816 Floating	97816 Floating	10,000,000 USD	USD	10,000,000	1.0000	10,000,000	
XS0368688444	6045811	97816 Floating	97816 Floating	10,000,000 USD	USD	10,000,000	1.0000	10,000,000	
XS0368688444	6045810	97816 Floating	97816 Floating	10,000,000 USD	USD	10,000,000	1.0000	10,000,000	
XS0368688444	6045804	97816 Floating	97816 Floating	230,000,000 JPY	JPY	230,000,000	0.0065	2,183,510	
XS0368688444	6045802	97816 Floating	97816 Floating	200,000,000 JPY	JPY	200,000,000	0.0065	1,888,704	
XS0368688444	6045803	97816 ZCB	97816 ZCB	7,000,000 AUD	AUD	7,000,000	0.8063	5,643,750	
XS0368688444	6045806	97816 ZCB	97816 ZCB	7,000,000 AUD	AUD	7,000,000	0.8063	5,643,750	
XS0368688444	6045807	97816 ZCB	97816 ZCB	7,000,000 AUD	AUD	7,000,000	0.8063	5,643,750	
XS0368688444	6045801	97816 ZCB	97816 ZCB	7,000,000 NZD	NZD	7,000,000	0.6571	4,598,700	
XS0368688444	6045808	97816 ZCB	97816 ZCB	8,000,000 AUD	AUD	8,000,000	0.8063	6,450,000	
XS0368688444	6045805	97816 ZCB	97816 ZCB	7,000,000 AUD	AUD	7,000,000	0.8063	5,643,750	
XS0368688444	6045798	97816 ZCB	97816 ZCB	7,000,000 NZD	NZD	7,000,000	0.6571	4,598,700	
XS0368688444	6045799	97816 ZCB	97816 ZCB	200,000,000 JPY	JPY	200,000,000	0.0065	1,888,704	
XS0368688444	6045796	97816 ZCB	97816 ZCB	7,000,000 AUD	AUD	7,000,000	0.8063	5,643,750	
XS0368688444	6045797	97816 ZCB	97816 ZCB	7,000,000 AUD	AUD	7,000,000	0.8063	5,643,750	
XS0368688444	6045790	97816 Floating	97816 Floating	100,000,000 JPY	JPY	100,000,000	0.0065	949,352	
XS0368688444	6045792	97816 ZCB	97816 ZCB	7,000,000 AUD	AUD	7,000,000	0.8063	5,643,750	
XS0368688444	6045794	97816 Floating	97816 Floating	100,000,000 JPY	JPY	100,000,000	0.0065	949,352	
XS0368688444	6045795	97816 Floating	97816 Floating	100,000,000 JPY	JPY	100,000,000	0.0065	949,352	
XS0368688444	6045793	97816 Floating	97816 Floating	100,000,000 JPY	JPY	100,000,000	0.0065	949,352	
XS0368688444	6045791	97816 Floating	97816 Floating	200,000,000 JPY	JPY	200,000,000	0.0065	1,888,704	
XS0368688444	6045784	97816 Floating	97816 Floating	7,000,000 NZD	NZD	7,000,000	0.6571	4,598,700	
XS0368688444	6045783	97816 Floating	97816 Floating	7,000,000 AUD	AUD	7,000,000	0.8063	5,643,750	
XS0368688444	6045785	97816 Floating	97816 Floating	120,000,000 JPY	JPY	120,000,000	0.0065	1,130,222	
XS0368688444	6045778	97816 Floating	97816 Floating	7,000,000 NZD	NZD	7,000,000	0.6571	4,598,700	
XS0368688444	6045779	97816 Floating	97816 Floating	5,000,000 AUD	AUD	5,000,000	0.8063	4,031,250	
XS0368688444	6045780	97816 Floating	97816 Floating	7,000,000 AUD	AUD	7,000,000	0.8063	5,643,750	Yes
XS0368688444	6045781	97816 Floating	97816 Floating	100,000,000 JPY	JPY	100,000,000	0.0065	949,352	
XS0368688444	6045783	97816 Floating	97816 Floating	7,000,000 NZD	NZD	7,000,000	0.6571	4,598,700	
XS0368688444	6045773	97816 Floating	97816 Floating	5,000,000 USD	USD	5,000,000	1.0000	5,000,000	
XS0368688444	6045770	97816 Floating	97816 Floating	90,000,000 AUD	AUD	90,000,000	0.8063	7,256,250	
XS0368688444	6045772	97816 Floating	97816 Floating	100,000,000 JPY	JPY	100,000,000	0.0065	949,352	
XS0368688444	6045774	97816 Floating	97816 Floating	1,000,000,000 JPY	JPY	1,000,000,000	0.0065	9,493,521	
XS0368688444	6045775	97816 ZCB	97816 ZCB	350,000,000 JPY	JPY	350,000,000	0.0065	3,222,732	
XS0368688444	6045776	97816 Floating	97816 Floating	440,000,000 JPY	JPY	440,000,000	0.0065	4,177,148	
XS0368688444	6045777	97816 Floating	97816 Floating	3,000,000 USD	USD	3,000,000	1.0000	3,027,650	Yes
XS0368688444	6045765	97816 Floating	97816 Floating	120,000,000 JPY	JPY	120,000,000	0.0065	1,130,222	
XS0368688444	6045766	97816 Floating	97816 Floating	100,000,000 JPY	JPY	100,000,000	0.0065	949,352	
XS0368688444	6045767	97816 Floating	97816 Floating	150,000,000 JPY	JPY	150,000,000	0.0065	1,424,078	
XS0368688444	6045769	97816 ZCB	97816 ZCB	1,000,000 USD	USD	1,000,000	1.0000	1,000,000	
XS0368688444	6045768	97816 Floating	97816 Floating	100,000,000 JPY	JPY	100,000,000	0.0065	949,352	
XS0368688444	6045764	97816 Floating	97816 Floating	100,000,000 JPY	JPY	100,000,000	0.0065	949,352	
XS0368688444	6045762	97816 Floating	97816 Floating	100,000,000 JPY	JPY	100,000,000	0.0065	949,352	
XS0368688444	6045761	97816 Floating	97816 Floating	100,000,000 JPY	JPY	100,000,000	0.0065	949,352	
XS0368688444	6045763	97816 Floating	97816 Floating	100,000,000 JPY	JPY	100,000,000	0.0065	949,352	
XS0368688444	6045757	97816 Floating	97816 Floating	7,000,000 AUD	AUD	7,000,000	0.8063	5,643,750	

International Securities Identification Number (ISIN)	Blocking Reference	Depository Account Number	Instrument type	Position	Currency	Valuation - Underlying Currency Amount	FX Rate at 15/09/2008	Valuation - USD Equivalent	Includes Coupon Interest Accrual
XSO35165064	6045760	97816	Fixed	400,000,000	JPY	400,000,000	0.6571	3,726,468	-
XSO35162780	6045759	97816	Fixed	7,000,000	NZD	7,000,000	0.6571	4,598,700	-
XSO351359103	6045756	97816	Fixed	7,000,000	AUD	7,000,000	0.6571	5,643,750	-
XSO350989004	6045755	97816	Fixed	7,000,000	AUD	7,000,000	0.6571	5,643,750	-
XSO350117064	6045758	97816	Fixed	7,000,000	NZD	7,000,000	0.6571	4,598,700	-
XSO350116920	6045753	97816	Fixed	7,000,000	AUD	7,000,000	0.6571	5,643,750	-
XSO349757366	6045752	97816	Fixed	260,000,000	JPY	260,000,000	0.6571	2,153,121	-
XSO349442815	6045751	97816	Fixed	400,000,000	JPY	400,000,000	0.6571	3,726,468	-
XSO349153931	6045754	97816	Fixed	7,000,000	AUD	7,000,000	0.6571	5,643,750	-
XSO348926161	6045748	97816	Fixed	50,000,000	JPY	50,000,000	0.6571	474,676	-
XSO347994787	6046032	97816	Fixed	10,000,000	USD	10,000,000	1.0000	10,000,000	Yes
XSO346900816	6045750	97816	Fixed	270,000,000	JPY	270,000,000	0.6571	2,263,251	-
XSO346124084	6045746	97816	Fixed	7,000,000	AUD	7,000,000	0.6571	5,643,750	-
XSO346124638	6045747	97816	Fixed	7,000,000	AUD	7,000,000	0.6571	5,643,750	-
XSO346123406	6045746	97816	Fixed	7,000,000	AUD	7,000,000	0.6571	5,643,750	-
XSO345818178	6045743	97816	Fixed	7,000,000	AUD	7,000,000	0.6571	5,643,750	-
XSO345817791	6045740	97816	Fixed	5,000,000	AUD	5,000,000	0.6571	4,031,250	-
XSO345213796	6045741	97816	Fixed	5,000,000	AUD	5,000,000	0.6571	4,031,250	-
XSO344896710	6045745	97816	Fixed	100,000,000	JPY	100,000,000	0.6571	825,517	-
XSO344839008	6045742	97816	Fixed	100,000,000	JPY	100,000,000	0.6571	825,517	-
XSO344548141	6045744	97816	Fixed	7,000,000	AUD	7,000,000	0.6571	5,643,750	-
XSO344142202	6045734	97816	Fixed	100,000,000	JPY	100,000,000	0.6571	825,517	-
XSO344101043	6045735	97816	Fixed	7,000,000	NZD	7,000,000	0.6571	4,598,700	-
XSO344101273	6045736	97816	Fixed	7,000,000	AUD	7,000,000	0.6571	5,643,750	-
XSO344086532	6045738	97816	Fixed	5,000,000	USD	5,000,000	1.0000	5,000,000	-
XSO343794040	6045737	97816	Fixed	7,000,000	AUD	7,000,000	0.6571	5,643,750	-
XSO343643905	6045730	97816	Fixed	7,000,000	JPY	7,000,000	0.6571	4,598,700	-
XSO343643905	6045733	97816	Fixed	7,000,000	JPY	7,000,000	0.6571	4,598,700	-
XSO343217104	6045732	97816	Fixed	500,000,000	JPY	500,000,000	0.6571	4,267,857	-
XSO343217104	6045730	97816	Fixed	500,000,000	JPY	500,000,000	0.6571	4,267,857	-
XSO343217104	6045729	97816	Fixed	7,000,000	AUD	7,000,000	0.6571	5,643,750	-
XSO343217104	6045728	97816	Fixed	7,000,000	NZD	7,000,000	0.6571	4,598,700	-
XSO343217104	6045726	97816	Fixed	8,000,000	USD	8,000,000	1.0000	8,000,000	-
XSO343217104	6045725	97816	Fixed	8,000,000	AUD	8,000,000	0.6571	6,450,000	-
XSO343217104	6045723	97816	Fixed	7,000,000	AUD	7,000,000	0.6571	5,643,750	-
XSO343217104	6045722	97816	Fixed	7,000,000	AUD	7,000,000	0.6571	5,643,750	-
XSO343217104	6045721	97816	Fixed	7,000,000	JPY	7,000,000	0.6571	4,598,700	-
XSO343217104	6045719	97816	Fixed	7,000,000	AUD	7,000,000	0.6571	5,643,750	-
XSO343217104	6045718	97816	Fixed	7,000,000	NZD	7,000,000	0.6571	4,598,700	-
XSO343217104	6045716	97816	Fixed	100,000,000	JPY	100,000,000	0.6571	825,517	-
XSO343217104	6045715	97816	Fixed	7,000,000	AUD	7,000,000	0.6571	5,643,750	-
XSO343217104	6045714	97816	Fixed	7,000,000	AUD	7,000,000	0.6571	5,643,750	-
XSO343217104	6045713	97816	Fixed	7,000,000	AUD	7,000,000	0.6571	5,643,750	-
XSO343217104	6045712	97816	Fixed	7,000,000	NZD	7,000,000	0.6571	4,598,700	-
XSO343217104	6045711	97816	Fixed	14,000,000	USD	14,000,000	1.0000	14,000,000	-
XSO343217104	6045710	97816	Fixed	7,000,000	AUD	7,000,000	0.6571	5,643,750	-
XSO343217104	6045709	97816	Fixed	14,000,000	USD	14,000,000	1.0000	14,000,000	-
XSO343217104	6045708	97816	Fixed	14,000,000	JPY	14,000,000	0.6571	11,267,500	-
XSO343217104	6045707	97816	Fixed	14,000,000	USD	14,000,000	1.0000	14,000,000	-
XSO343217104	6045706	97816	Fixed	14,000,000	JPY	14,000,000	0.6571	11,267,500	-
XSO343217104	6045705	97816	Fixed	14,000,000	USD	14,000,000	1.0000	14,000,000	-
XSO343217104	6045704	97816	Fixed	14,000,000	JPY	14,000,000	0.6571	11,267,500	-
XSO343217104	6045703	97816	Fixed	14,000,000	USD	14,000,000	1.0000	14,000,000	-
XSO343217104	6045702	97816	Fixed	14,000,000	JPY	14,000,000	0.6571	11,267,500	-
XSO343217104	6045701	97816	Fixed	14,000,000	USD	14,000,000	1.0000	14,000,000	-
XSO343217104	6045700	97816	Fixed	14,000,000	JPY	14,000,000	0.6571	11,267,500	-
XSO343217104	6045699	97816	Fixed	14,000,000	USD	14,000,000	1.0000	14,000,000	-
XSO343217104	6045698	97816	Fixed	14,000,000	JPY	14,000,000	0.6571	11,267,500	-
XSO343217104	6045697	97816	Fixed	14,000,000	USD	14,000,000	1.0000	14,000,000	-
XSO343217104	6045696	97816	Fixed	14,000,000	JPY	14,000,000	0.6571	11,267,500	-
XSO343217104	6045695	97816	Fixed	14,000,000	USD	14,000,000	1.0000	14,000,000	-
XSO343217104	6045694	97816	Fixed	14,000,000	JPY	14,000,000	0.6571	11,267,500	-
XSO343217104	6045693	97816	Fixed	14,000,000	USD	14,000,000	1.0000	14,000,000	-
XSO343217104	6045692	97816	Fixed	14,000,000	JPY	14,000,000	0.6571	11,267,500	-
XSO343217104	6045691	97816	Fixed	14,000,000	USD	14,000,000	1.0000	14,000,000	-
XSO343217104	6045690	97816	Fixed	14,000,000	JPY	14,000,000	0.6571	11,267,500	-
XSO343217104	6045689	97816	Fixed	14,000,000	USD	14,000,000	1.0000	14,000,000	-
XSO343217104	6045688	97816	Fixed	14,000,000	JPY	14,000,000	0.6571	11,267,500	-
XSO343217104	6045687	97816	Fixed	14,000,000	USD	14,000,000	1.0000	14,000,000	-
XSO343217104	6045686	97816	Fixed	14,000,000	JPY	14,000,000	0.6571	11,267,500	-
XSO343217104	6045685	97816	Fixed	14,000,000	USD	14,000,000	1.0000	14,000,000	-
XSO343217104	6045684	97816	Fixed	14,000,000	JPY	14,000,000	0.6571	11,267,500	-
XSO343217104	6045683	97816	Fixed	14,000,000	USD	14,000,000	1.0000	14,000,000	-
XSO343217104	6045682	97816	Fixed	14,000,000	JPY	14,000,000	0.6571	11,267,500	-
XSO343217104	6045681	97816	Fixed	14,000,000	USD	14,000,000	1.0000	14,000,000	-
XSO343217104	6045680	97816	Fixed	14,000,000	JPY	14,000,000	0.6571	11,267,500	-
XSO343217104	6045679	97816	Fixed	14,000,000	USD	14,000,000	1.0000	14,000,000	-
XSO343217104	6045678	97816	Fixed	14,000,000	JPY	14,000,000	0.6571	11,267,500	-
XSO343217104	6045677	97816	Fixed	14,000,000	USD	14,000,000	1.0000	14,000,000	-
XSO343217104	6045676	97816	Fixed	14,000,000	JPY	14,000,000	0.6571	11,267,500	-
XSO343217104	6045675	97816	Fixed	14,000,000	USD	14,000,000	1.0000	14,000,000	-
XSO343217104	6045674	97816	Fixed	14,000,000	JPY	14,000,000	0.6571	11,267,500	-
XSO343217104	6045673	97816	Fixed	14,000,000	USD	14,000,000	1.0000	14,000,000	-
XSO343217104	6045672	97816	Fixed	14,000,000	JPY	14,000,000	0.6571	11,267,500	-
XSO343217104	6045671	97816	Fixed	14,000,000	USD	14,000,000	1.0000	14,000,000	-
XSO343217104	6045670	97816	Fixed	14,000,000	JPY	14,000,000	0.6571	11,267,500	-
XSO343217104	6045669	97816	Fixed	14,000,000	USD	14,000,000	1.0000	14,000,000	-
XSO343217104	6045668	97816	Fixed	14,000,000	JPY	14,000,000	0.6571	11,267,500	-
XSO343217104	6045667	97816	Fixed	14,000,000	USD	14,000,000	1.0000	14,000,000	-
XSO343217104	6045666	97816	Fixed	14,000,000	JPY	14,000,000	0.6571	11,267,500	-
XSO343217104	6045665	97816	Fixed	14,000,000	USD	14,000,000	1.0000	14,000,000	-
XSO343217104	6045664	97816	Fixed	14,000,000	JPY	14,000,000	0.6571	11,267,500	-
XSO343217104	6045663	97816	Fixed	14,000,000	USD	14,000,000	1.0000	14,000,000	-
XSO343217104	6045662	97816	Fixed	14,000,000	JPY	14,000,000	0.6571	11,267,500	-
XSO343217104	6045661	97816	Fixed	14,000,000	USD	14,000,000	1.0000	14,000,000	-
XSO343217104	6045660	97816	Fixed	14,000,000	JPY	14,000,000	0.6571	11,267,500	-
XSO343217104	6045659	97816	Fixed	14,000,000	USD	14,000,000	1.0000	14,000,000	-
XSO343217104	6045658	97816	Fixed	14,000,000	JPY	14,000,000	0.6571	11,267,500	-
XSO343217104	6045657	97816	Fixed	14,000,000	USD	14,000,000	1.0000	14,000,000	-
XSO343217104	6045656	97816	Fixed	14,000,000	JPY	14,000,000	0.6571	11,267,500	-
XSO343217104	6045655	97816	Fixed	14,000,000	USD	14,000,000	1.0000	14,000,000	-
XSO343217104	6045654	97816	Fixed	14,000,000	JPY	14,000,000	0.6571	11,267,500	-
XSO343217104	6045653	97816	Fixed	14,000,000	USD	14,000,000	1.0000	14,000,000	-
XSO343217104	6045652	97816	Fixed	14,000,000	JPY	14,000,000	0.6571	11,267,500	-
XSO343217104	6045651	97816	Fixed	14,000,000	USD	14,000,000	1.0000	14,000,000	-
XSO343217104</									

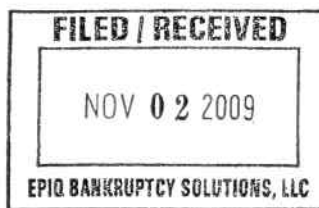
International Securities Identification Number (ISIN)	Blocking Reference	Depository Account Number	Instrument type	Position	Currency	Valuation - Underlying Currency Amount	FX Rate at 15/09/2008	Valuation - USD Equivalent	Includes Coupon Interest Accrual
XS0335145424	60456823	97816 ZCB		7,000,000	AUD	7,000,000	0.8063	5,643,750	
60456863		97816 ZCB		7,000,000	AUD	7,000,000	0.8063	5,643,750	
XS0335143441	60456868	97816 ZCB		7,000,000	AUD	7,000,000	0.8063	5,643,750	
XS0335143284	60456866	97816 ZCB		7,000,000	AUD	7,000,000	0.8063	5,643,750	
XS0334714524	60456875	97816 ZCB		7,000,000	AUD	7,000,000	0.8063	5,643,750	
XS0334426912	60456874	97816 Fixed		7,000,000	AUD	7,000,000	0.8063	5,643,750	
XS0334405096	60456876	97816 Fixed		7,000,000	AUD	7,000,000	0.8063	5,643,750	
XS0334424217	60456880	97816 Fixed		7,000,000	AUD	7,000,000	0.8063	5,643,750	Yes
XS0334172094	60456878	97816 Fixed		33,000,000	AUD	17,000,214	0.8063	13,754,708	Yes
XS0334171172	60456879	97816 Fixed		17,000,000	AUD	33,116,886	0.8063	26,700,489	Yes
XS0334171149	60456879	97816 Fixed		7,000,000	AUD	17,000,214	0.8063	13,754,708	
XS0334090445	60456872	97816 Floating		7,000,000	AUD	7,000,000	0.8063	5,643,750	
XS0333697106	60456871	97816 ZCB		120,000,000	JPY	120,000,000	0.0095	1,130,222	
XS0333631167	60456866	97816 ZCB		7,000,000	AUD	7,000,000	0.8063	5,643,750	
XS0333106307	60456870	97816 Floating		510,000,000	JPY	510,000,000	0.0095	4,841,046	
XS0333106759	60456867	97816 Floating		340,000,000	JPY	340,000,000	0.0095	3,227,797	
XS0332784785	60456873	97816 ZCB		7,000,000	AUD	7,000,000	0.8063	5,643,750	
XS0332136463	60456869	97816 Floating		7,000,000	AUD	7,000,000	0.8063	5,643,750	
XS0332108413	60456864	97816 ZCB		7,000,000	AUD	7,000,000	0.8063	5,643,750	
XS0331680946	60456859	97816 ZCB		7,000,000	AUD	7,000,000	0.8063	5,643,750	
XS0331653823	60456860	97816 Floating		100,000,000	JPY	101,827,778	0.0095	966,704	Yes
XS0331506122	60456861	97816 Floating		7,000,000	NZD	7,000,000	0.6571	4,598,700	
XS0331504438	60456863	97816 Floating		7,000,000	NZD	7,000,000	0.6571	4,598,700	
XS0331472281	60456862	97816 Floating		1,000,000	AUD	1,007,550	0.8063	812,267	Yes
XS0331048173	60456865	97816 ZCB		4,000,000	AUD	4,000,000	0.8063	3,225,000	
XS0331048040	60456854	97816 ZCB		7,000,000	AUD	7,000,000	0.8063	5,643,750	
XS0331045020	60456855	97816 ZCB		7,000,000	AUD	7,000,000	0.8063	5,643,750	
XS0331044499	60456853	97816 ZCB		7,000,000	AUD	7,000,000	0.8063	5,643,750	
XS0331044726	60456857	97816 Floating		7,000,000	AUD	7,000,000	0.8063	5,643,750	
XS0331037005	60456858	97816 ZCB		7,000,000	AUD	7,000,000	0.8063	5,643,750	
XS0330867762	60456852	97816 ZCB		110,000,000	JPY	110,000,000	0.0095	1,044,267	
XS0330724729	60456851	97816 Floating		7,000,000	AUD	7,000,000	0.8063	5,643,750	
XS03302004749	60456848	97816 Floating		300,000,000	JPY	300,000,000	0.0095	2,844,056	
XS03296478770	60456847	97816 Floating		250,000,000	JPY	250,000,000	0.0095	2,373,380	
XS03294787827	60456850	97816 Floating		10,000,000	USD	10,001,487	1.0000	10,001,487	Yes
XS03294777869	60456849	97816 Floating		7,000,000	AUD	7,000,000	0.8063	5,643,750	
XS0329428541	60456843	97816 Floating		7,000,000	AUD	7,000,000	0.8063	5,643,750	
XS0329337421	60456845	97816 Floating		7,000,000	AUD	7,000,000	0.8063	5,643,750	
XS0329337424	60456846	97816 ZCB		7,000,000	AUD	7,000,000	0.8063	5,643,750	
XS03290687531	60456844	97816 Floating		240,000,000	JPY	240,000,000	0.0095	2,278,445	
XS03286656611	60456842	97816 ZCB		7,000,000	AUD	7,000,000	0.8063	5,643,750	
XS03286661119	60456837	97816 Floating		240,000,000	JPY	240,000,000	0.0095	2,278,445	
XS03286817166	60456839	97816 Floating		7,000,000	AUD	7,000,000	0.8063	5,643,750	
XS0328210652	60456838	97816 Floating		7,000,000	AUD	7,000,000	0.8063	5,643,750	
XS0327713359	60456840	97816 Floating		7,000,000	AUD	7,000,000	0.8063	5,643,750	
XS0327713359	60456832	97816 Floating		300,000,000	JPY	300,000,000	0.0095	2,844,056	
XS032745350	60456833	97816 ZCB		7,000,000	AUD	7,000,000	0.8063	5,643,750	
XS03273291349	60456831	97816 ZCB		7,000,000	AUD	7,000,000	0.8063	5,643,750	
XS0327275656	60456834	97816 ZCB		7,000,000	AUD	7,000,000	0.8063	5,643,750	
XS0327275656	60456835	97816 Floating		7,000,000	AUD	7,000,000	0.8063	5,643,750	
XS0327275656	60456836	97816 Floating		370,000,000	JPY	370,000,000	0.0095	3,512,803	
XS0326673324	60456826	97816 Floating		300,000,000	JPY	300,000,000	0.0095	2,844,056	
XS0326673324	60456827	97816 ZCB		7,000,000	AUD	7,000,000	0.8063	5,643,750	
XS03264667734	60456829	97816 Floating		50,000,000	JPY	51,225,000	0.0095	486,308	Yes
XS0325959285	60456828	97816 ZCB		7,000,000	AUD	7,000,000	0.8063	5,643,750	
XS0324984185	60456825	97816 ZCB		7,000,000	AUD	7,000,000	0.8063	5,643,750	
XS0324683967	60456830	97816 ZCB		3,000,000	USD	3,000,000	1.0000	3,000,000	
XS0324683967	60456819	97816 ZCB		7,000,000	AUD	7,000,000	0.8063	5,643,750	
XS0324461911	60456818	97816 ZCB		7,000,000	AUD	7,000,000	0.8063	5,643,750	Yes
XS0324461911	60456818	97816 Floating		380,000,000	JPY	417,472,222	0.0095	3,963,281	
XS0324342582	60456820	97816 Floating		14,000,000	AUD	14,000,000	0.8063	11,267,500	
XS0324187839	60456823	97816 Floating		7,000,000	AUD	7,000,000	0.8063	5,643,750	
XS03238357173	60456824	97816 ZCB		7,000,000	AUD	7,000,000	0.8063	5,643,750	
XS03238357173	60456822	97816 ZCB		7,000,000	AUD	7,000,000	0.8063	5,643,750	
XS03238357173	60456822	97816 ZCB		14,000,000	AUD	14,000,000	0.8063	11,267,500	
XS0323834823	60456812	97816 ZCB		7,000,000	AUD	7,000,000	0.8063	5,643,750	
XS0322468777	60456811	97816 ZCB		7,000,000	AUD	7,000,000	0.8063	5,643,750	
XS0322468777	60456813	97816 ZCB		7,000,000	AUD	7,000,000	0.8063	5,643,750	
XS0322303940	60456815	97816 ZCB		7,000,000	AUD	7,000,000	0.8063	5,643,750	
XS0321765840	60456811	97816 ZCB		7,000,000	AUD	7,000,000	0.8063	5,643,750	Yes
XS0321794280	60456814	97816 Floating		120,000,000	JPY	120,000,000	0.0095	1,130,222	
XS0321386967	60456810	97816 Floating		238,000,000	JPY	238,970,250	0.0095	2,278,163	
XS0321320147	60456810	97816 Floating		120,000,000	JPY	120,000,000	0.0095	1,130,222	



International Securities Identification Number (ISIN)	Blocking Reference	Depository Account Number	Instrument type	Position	Currency	Valuation - Underlying Currency Amount	FX Rate at 15/09/2008	Valuation - USD Equivalent	Includes Coupon Interest Accrual
XSO31080012	6045007		97816 Floating	300,000,000 JPY		300,000,000	0.0065	2,848,056	-
XSO30745028	6045009		97816 ZCB	7,000,000 AUD		7,000,000	0.8063	5,643,750	-
XSO3030102205	6045010		97816 ZCB	7,000,000 AUD		7,000,000	0.8063	5,643,750	-
XSO310683992	6045004		97816 Floating	160,000,000 JPY		160,000,000	0.0065	1,518,963	-
XSO310632732	6045005		97816 ZCB	7,000,000 AUD		7,000,000	0.8063	5,643,750	-
XSO310632973	6045003		97816 ZCB	7,000,000 AUD		7,000,000	0.8063	5,643,750	-
XSO310636039	6045003		97816 Floating	300,000,000 JPY		300,000,000	0.0065	2,848,056	-
XSO310636039	6045006		97816 Floating	3,570,000 USD		3,570,000	1.0000	3,570,000	-
XSO310636039	6045006		97816 Floating	4,390,000 USD		4,390,000	1.0000	4,390,000	-
XSO310636039	6045006		97816 Floating	710,483,056 JPY		710,483,056	0.0065	6,745,081	Yes
XSO310636039	6045006		97816 Floating	200,000,000 JPY		200,000,000	0.0065	1,898,704	Yes
XSO310636039	6045006		97816 Floating	500,555,554 JPY		500,555,554	0.0065	4,752,035	Yes
XSO310636039	6045006		97816 Floating	100,466,867 JPY		100,466,867	0.0065	953,782	-
XSO310636039	6045006		97816 Floating	100,000,000 JPY		100,000,000	0.0065	940,352	-
XSO310636039	6045006		97816 Floating	1,000,000,000 JPY		1,000,000,000	0.0065	8,403,521	-
XSO310636039	6045006		97816 Floating	1,100,000,000 JPY		1,100,000,000	0.0065	8,866,875	-
XSO310636039	6045006		97816 Floating	7,000,000 AUD		7,000,000	0.8063	5,643,750	-
XSO310636039	6045006		97816 Floating	3,040,000 USD		3,040,000	1.0000	3,040,000	-
XSO310636039	6045006		97816 ZCB	4,500,000 USD		4,500,000	1.0000	4,500,000	-
XSO310636039	6045006		97816 Floating	101,333,333 JPY		101,333,333	0.0065	962,110	Yes
XSO310636039	6045006		97816 Floating	100,000,000 JPY		100,000,000	0.0065	940,352	-
XSO310636039	6045006		97816 Floating	3,360,000 USD		3,360,000	1.0000	3,360,000	-
XSO310636039	6045006		97816 Floating	153,875,000 JPY		153,875,000	0.0065	1,460,015	Yes
XSO310636039	6045006		97816 Floating	7,000,000 AUD		7,000,000	0.8063	5,643,750	-
XSO310636039	6045006		97816 Floating	7,000,000 AUD		7,000,000	0.8063	5,643,750	-
XSO310636039	6045006		97816 Floating	110,000,000 JPY		110,000,000	0.0065	1,044,287	Yes
XSO310636039	6045006		97816 Floating	51,982,000 JPY		51,982,000	0.0065	493,946	-
XSO310636039	6045006		97816 Floating	7,000,000 AUD		7,000,000	0.8063	5,643,750	-
XSO310636039	6045006		97816 Floating	100,000,000 JPY		100,000,000	0.0065	940,352	-
XSO310636039	6045006		97816 Floating	2,750,000 USD		2,750,000	1.0000	2,750,000	-
XSO310636039	6045006		97816 Floating	100,000,000 JPY		100,000,000	0.0065	940,352	-
XSO310636039	6045006		97816 Floating	455,515,506 JPY		455,515,506	0.0065	4,324,446	Yes
XSO310636039	6045006		97816 Floating	1,180,000 USD		1,180,000	1.0000	1,180,000	-
XSO310636039	6045006		97816 ZCB	7,000,000 AUD		7,000,000	0.8063	5,643,750	-
XSO310636039	6045006		97816 Floating	2,570,000 USD		2,570,000	1.0000	2,570,000	-
XSO310636039	6045006		97816 Floating	312,800,000 JPY		312,800,000	0.0065	2,967,675	Yes
XSO310636039	6045006		97816 Floating	100,000,000 JPY		100,000,000	0.0065	940,352	-
XSO310636039	6045006		97816 Floating	308,715,000 JPY		308,715,000	0.0065	2,930,782	Yes
XSO310636039	6045006		97816 Floating	1,740,000 USD		1,740,000	1.0000	1,740,000	-
XSO310636039	6045006		97816 Floating	131,254,834 JPY		131,254,834	0.0065	1,246,070	Yes
XSO310636039	6045006		97816 Floating	1,000,000,000 JPY		1,000,000,000	0.0065	9,483,521	-
XSO310636039	6045006		97816 Floating	205,416,667 JPY		205,416,667	0.0065	1,950,127	Yes
XSO310636039	6045006		97816 Floating	180,000,000 JPY		180,000,000	0.0065	1,708,834	-
XSO310636039	6045006		97816 Floating	50,000,000 JPY		50,000,000	0.0065	474,676	-
XSO310636039	6045006		97816 Floating	7,000,000 AUD		7,000,000	0.8063	5,643,750	-
XSO310636039	6045006		97816 Floating	50,000,000 JPY		50,000,000	0.0065	480,246	-
XSO310636039	6045006		97816 Floating	50,592,000 JPY		50,592,000	0.0065	480,246	-
XSO310636039	6045006		97816 Floating	1,000,000,000 JPY		1,000,000,000	0.0065	9,483,521	-
XSO310636039	6045006		97816 Floating	500,000,000 JPY		500,000,000	0.0065	4,746,760	-
XSO310636039	6045006		97816 Floating	7,000,000 AUD		7,000,000	0.8063	5,643,750	-
XSO310636039	6045006		97816 Floating	50,000,000 JPY		50,000,000	0.0065	474,676	-
XSO310636039	6045006		97816 Floating	357,200,000 JPY		357,200,000	0.0065	3,572,000	Yes
XSO310636039	6045006		97816 Floating	1,923,625 USD		1,923,625	1.0000	1,923,625	Yes
XSO310636039	6045006		97816 Floating	7,000,000 AUD		7,000,000	0.8063	5,643,750	-
XSO310636039	6045006		97816 Floating	8,000,000 AUD		8,000,000	0.8063	6,450,000	-
XSO310636039	6045006		97816 Floating	7,000,000 AUD		7,000,000	0.8063	5,643,750	-
XSO310636039	6045006		97816 Floating	7,000,000 AUD		7,000,000	0.8063	5,643,750	-
XSO310636039	6045006		97816 Floating	500,000,000 JPY		500,000,000	0.0065	4,746,760	-
XSO310636039	6045006		97816 Floating	500,000,000 JPY		500,000,000	0.0065	4,746,760	-
XSO310636039	6045006		97816 Floating	7,000,000 AUD		7,000,000	0.8063	5,643,750	-
XSO310636039	6045006		97816 Floating	7,000,000 AUD		7,000,000	0.8063	5,643,750	-
XSO310636039	6045006		97816 Floating	200,000,000 JPY		200,000,000	0.0065	1,898,704	-
XSO310636039	6045006		97816 Floating	7,000,000 AUD		7,000,000	0.8063	5,643,750	-

Where possible, accrued interest has been calculated for Fixed and Floating Rate Notes. In some instances this has not been possible due to lack of information at the time of submission. LEI reserves all rights with respect to all valuations including as to accrued interest.

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Schedule 3

Screenshot of <http://dm.epiq11.com/LBI/Project/default.aspx> on 13 March 2012

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Client Question? Call: 855-879-0532 Technical Support? Call: 855-879-0532

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Lehman Brothers Holdings Inc. Chapter 11  
Case No. 08-13555

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## LEHMAN BROTHERS



General Information

Case Information

Bank Tax Information  
and Forms

Distribution Information

Key Dates

Additional Information

### Notice to Holders of Allowed Claims Regarding Plan Distributions

**PLEASE TAKE NOTICE that in order to receive any distributions** to which you may be entitled under the confirmed Modified Third Amended Joint Chapter 11 Plan of Lehman Brothers Holdings Inc. and its Affiliated Debtors (the "Plan"), **you must submit to Epiq Bankruptcy Solutions, LLC ("Epiq") both**

(i) the appropriate Internal Revenue Service tax form ("Tax Form"), and  
(ii) a form certifying that neither you nor, to the best of your knowledge, any person or entity for whom you may be acting or who may be the beneficial owner of a claim, security, or interest that is in your name or control is a person or entity with whom it is illegal for a U.S. person to transact under (a) the Office of Foreign Assets Control sanctions regulations or (b) the list of Specially Designated Nationals and Blocked Persons (the "OFAC Certification").

**Unless Epiq receives original copies of each of your properly completed Tax Form and OFAC Certification by March 23, 2012, you will not receive any distributions to which you may be entitled under the Plan on the initial distribution date.\***

Bank Tax Forms and OFAC Certification Regarding Status are available for download below.

Download  
All Information Regarding Status

The required forms were previously mailed to all holders of allowed claims. A copy of the most recent letter mailed to parties whom Epiq had not received one or both of the required forms by February 10, 2012 (the "Request Letter") is available [here](#). The Request Letter provides additional information concerning the type of Tax Form to be provided based on the nature of the payment and the status of the payee. Forms must be submitted to:

<b>By first-class mail:</b>
Lehman Brothers Holdings Claims Processing c/o Epiq Bankruptcy Solutions, LLC PDR Station, P.O. Box 5076 New York, NY 10150-5076
<b>By Hand Delivery, Overnight mail or Courier requiring a signature:</b>
Epiq Bankruptcy Solutions, LLC c/o Lehman Brothers Holdings Claims Processing 757 Third Avenue, 3rd Floor New York, NY 10017

Holders of debt securities issued by LBH for which an indenture trustee is the claim holder do not need to provide to the Debtors a Tax Form or OFAC Certification in order to receive a distribution. The Indenture Trustee is required to provide such forms to the Debtors relating to the claims.

### Requests by Holders of Allowed Claims for Wire Transfers in Lieu of Checks

The Debtors are providing creditors the option to have payments sent via wire transfer for a fee, rather than by check. The **per wire fee** will be \$20 for a transfer to a U.S. bank account or \$35 for a transfer to a non-U.S. bank account (the "Wire Transfer Fee"). The Wire Transfer Fee will be deducted from the amount of the distribution you would otherwise receive.

Please note that each Debtor will make its own distribution, and if a creditor is entitled to receive payments from more than one Debtor, a Wire Transfer Fee will be deducted from each payment. Each Debtor will, however, to the extent practicable, make aggregate distributions on account of all of the claims held by a particular creditor. All payments under the Plan will be made from bank accounts in the United States, denominated in U.S. Dollars.

**In order to receive distributions to which you may be entitled by wire, you must complete and return a Wire Request Form so that it is received by Epiq prior to the distribution record date for a given distribution. Please contact Epiq via email at [lehmancustomer@epiqsystems.com](mailto:lehmancustomer@epiqsystems.com), or by phone at 866-879-0688 (toll-free from the U.S.) or 503-557-7851 (toll-free from outside the U.S.) for information about how to obtain a Wire Request Form.**

### Key Documents

- Modified Third Amended Joint Chapter 11 Plan of Lehman Brothers Holdings Inc. and its Affiliated Debtors (December 9, 2011) (the "Plan") (Note: This document is 22 MB. Depending on the speed of your download, this process may take a few minutes.)
- Order of Allowance of Claims (December 9, 2011) (the "Order of Allowance") (December 9, 2011) (December 6, 2011)
- Notice of Meeting of Creditors (January 19, 2012) (the "Notice of Meeting") (January 19, 2012)
- Request for Payment of Claims (February 15, 2012)
- Notice of Distribution (March 8, 2012)
- Notice of Distribution (March 8, 2012)

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(LBH) Client Home

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